

**SECRET**

DPD-6932-61  
13 November 1961

25X1A MEMORANDUM FOR: Comptroller, DPD

ATTENTION :

SUBJECT : Transmittal of Checks from [ ] Inc. 25X1  
submitted as Refund for Overpayment of Contractor under  
Contract No. NY-A-501

25X1A Enclosed are two checks, Nos. H-5257 in the amount of [ ]  
25X1A and H-5301 in the amount of [ ] which have been submitted by  
the Contractor for refund of an overpayment under Contract No. NY-A-501.

25X1A

[ ]  
Chief, Contracts Staff, DPD

25X1A

DDP-DPD-CS [ ] (11-13-61)

Distribution:

- Orig - FIN/DPD w/checks
- 1 - CS/DPD NY-A-501, Contract Sec. w/o atts.
- 1 - RI/DPD Chrono w/o atts.

25X1

**SECRET**

**SECRET**Encl # 2  
322-61  
COPY 1 OF 4Contract NY-A-501  
5 September 1961R E L E A S E25X1A  
25X1APursuant to the terms of Contract NY-A-501 and in consideration of the sum  
of [REDACTED][REDACTED] which has been or is to be paid under said  
contract to [REDACTED]

(hereinafter called the Contractor), or to its assignees, if any, the Contractor upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release, and discharge the Government, its officers, agents and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts as follows:

None

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in the said contract.
3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

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Encl #1  
DDO 7322-4  
COPY 1 OF 4

Release: Contract NY-A-501

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IN WITNESS WHEREOF, this release has been executed this 6<sup>th</sup>  
day of September 1961.

25X1A

25X1

Vice President and  
General Manager

25X1A

C E R T I F I C A T E

25X1A

I, [ ] certify that I am the Assistant Secretary

of the corporation named as Contractor in the foregoing release; that

[ ] who signed said release on behalf of the Contractor was

then Vice President and General Manager, [ ] of

25X1

said corporation; that said release was duly signed for and in behalf of said  
corporation by authority of its governing body and is within the scope of  
its corporate powers.

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